

AFTER SCHOOL ACTIVITY (ASA) BUS PROGRAM FUNDING AGREEMENT
FOR THE 2023-2024 SCHOOL YEAR
BETWEEN
THE CITY OF FOSTER CITY (CITY)
&
THE SAN MATEO UNION HIGH SCHOOL DISTRICT (DISTRICT)

This agreement is made and entered into on the 18th day of September 2023 (Effective Date), by and between the City of Foster City, hereinafter referred to as “City,” and the San Mateo Union High School District, hereinafter “District.”

WHEREAS, the District has established a bus program to provide transportation for students participating in after school activities (ASA Bus Program); and

WHEREAS, the ASA Bus Program will operate four (4) days per week during the Fall and Spring months (excluding Fridays and Minimum Days) during the 2023-2024 School Year; and

WHEREAS, the ASA Bus Program will operate a limited stop bus, which will depart from the bus stop at East Poplar Avenue at San Mateo High School at 6:30 P.M. and make the following stops in Foster City:

Metro Blvd & Tower Lane (at bus stop)
E. Hillsdale Blvd. & Shell Blvd. (at Foster City Library)
Brewer Island School
Gull Park
Beach Park Blvd. & Tarpon Street
Marlin Ave. & Foster City Blvd. (at shopping center)
Halsey Blvd. & Beach Park Blvd.
Edgewater Blvd. & Beach Park Blvd. (on Edgewater, south of Beach Park)
Pitcairn Dr. & Santa Catalina Lane; and

WHEREAS, the City wishes to make a one-time payment to the District to providing funding in support this ASA Bus Program because it provides a valuable service to children and parents in Foster City and provides an additional broader benefit to the residents of Foster City because the ASA Bus Program reduces individual automobile trips currently required to transport children who will instead use the after school program bus.

NOW, THEREFORE, it is agreed as follows:

1. The City shall provide one-time payment of funds to the District in the amount of Twenty-One Thousand Six Hundred Sixty-Seven Dollars and Fifty Cents (\$21,667.50) to be utilized by the District for the ASA Bus Program for the 2023-2024 School Year. City will pay the contribution amount 30 calendar days after receipt of invoice provided by the District.
2. The City shall bear no liability whatsoever for the management or operation of the ASA Bus Program. District hereby agrees to defend, indemnify, and save harmless City, its Council, boards, commissions, officers, employees and agents, from and against any and all

claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, City, its Council, boards, commissions, officers, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of District, its officers, employees or agents in the performance of any services or work pursuant to this Agreement.

The duty of District to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

3. Insurance. District shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability, and professional liability insurance coverage relating to District's services to be performed hereunder covering City's risks in form subject to the approval of the City Attorney and/or City's Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event shall be as follows:

| <u>Insurance Category</u> | <u>Minimum Limits</u> |
|------------------------------|--|
| Workers' Compensation | statutory minimum |
| Employer's Liability | \$1,000,000 per accident for bodily injury or disease |
| Commercial General Liability | \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage |
| Automobile Liability | \$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to District's vehicle usage in performing services hereunder) |

Concurrently with the execution of this Agreement, District shall, on the Insurance Coverage form provided in Exhibit A, furnish City with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:

- (a) Precluding cancellation or **reduction in per occurrence limits** before the expiration of thirty (30) days (10 days for nonpayment) after City shall have received written notification of cancellation in coverage or **reduction in per occurrence limits** by first class mail;

- (b) Naming the City of Foster City, its Council, officers, boards, commissions, employees, and agents, as additional insureds; and
- (c) Providing that District's insurance coverage shall be primary insurance with respect to City of Foster City, its Council, officers, boards, commissions, employees, and agents, and any insurance or self-insurance maintained by City for itself, its Council, officers, boards, commissions, employees, or agents shall be in excess of District's insurance and not contributory with it.

4. Notices sent pursuant to this agreement shall be addressed as follows:

To the City:

Stefan Chatwin, City Manager
City of Foster City
610 Foster City Boulevard
Foster City, CA 94404

To the District:

Randall Booker, Superintendent
San Mateo Union High School District
650 N. Delaware Street
San Mateo, CA 94401

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

CITY OF FOSTER CITY

Dated: _____

Stefan Chatwin, City Manager

ATTEST:

Dated: _____

Priscilla Schaus, City Clerk

APPROVED AS TO FORM

Dated: _____

Benjamin L. Stock, City Attorney

SAN MATEO UNION HIGH SCHOOL DISTRICT

Dated: _____

By: Randall Booker, Superintendent

EXHIBIT A

INSURANCE FORMS

District shall provide, in addition to the Certificates of Insurance, original Endorsement(s) affecting the coverages specified in Section 3 - INSURANCE of the Agreement on the attached form or similar form acceptable to the City.

ATTACHED

1. Sample Insurance Coverage Form

This **INSURANCE COVERAGE FORM** modifies or documents insurance provided under the following:

Named Insured: _____ Effective Work Date(s): _____

Description of Work/Locations/Vehicles: _____

ADDITIONAL INSURED: City of Foster City (CITY)
610 Foster City Boulevard, Foster City, CA 94404
Attention: _____

Contract Administrator

| Endorsement and Certificates of Insurance Required | | Insurer | Policy No. |
|---|--|----------------|-------------------|
| The Additional Insured, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: (Check all that apply) | | | |
| <input type="checkbox"/> | General Liability: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, (c) premises owned, leased occupied or used by the Named Insured, and/or (d) permits issued for operations performed by the Named Insured. {Note: MEETS OR EXCEEDS ISO Form # CG 20 10 11 85} | | |
| <input type="checkbox"/> | Auto Liability: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the Additional Insured, its elected or appointed officers, officials, employees or volunteers. | | |
| <input type="checkbox"/> | Other: | | |
| Certificates of Insurance Required (no endorsement needed) (Check all that apply) | | Insurer | Policy No. |
| <input type="checkbox"/> | Workers Compensation: work performed by employees of the Named Insured while those employees are engaged in work under the simultaneous directions and control of the Named Insured and the Additional Insured. | | |
| <input type="checkbox"/> | Professional Liability: | | |

PRIMARY/NON-CONTRIBUTORY: This insurance is primary and is not additional to or contributing with any other insurance carried by or for the benefit of Additional Insureds.

SEVERABILITY OF INTEREST: The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limit of liability.

PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS: Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Additional Insured, its elected or appointed officers, officials, employees, or volunteers.

CANCELLATION NOTICE: The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice (ten (10) days if canceled due to non-payment) by regular mail return receipt requested has been given to the Additional Insured. Such notice shall be addressed as shown above.

WAIVER OF SUBROGATION: The insurer(s) named above agree to waive all rights of subrogation against the CITY, its elected or appointed officers, officials, agents, volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the CITY.

Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above stated.
SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____ (print/type name), warrant that I have authority to bind the above-named insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required)

ORGANIZATION: _____ **TITLE:** _____

ADDRESS: _____

TELEPHONE: () _____ **DATE ISSUED:** _____